



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



July 01, 2014

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

28 July 1, 2014

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

**APPROVAL OF AGREEMENT WITH THE HARRIETT BUHAI CENTER
 FOR FAMILY LAW TO PROVIDE LEGAL EDUCATION SERVICES
 FOR FEMALE INMATES
 (ALL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Sheriff's Department (Department) seeks approval of an Agreement (Agreement) with the Harriett Buhai Center for Family Law (Harriett Buhai) to provide Legal Education Services (Services) for female inmates housed at the Department's Century Regional Detention Facility (CRDF) and Twin Towers Correctional Facility (TTCF).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Agreement, effective upon execution of the Agreement by the Board for a period of three years, with options to extend for two additional one-year periods, and thereafter for six months in any increment, for a maximum term not to exceed five years and six months with a Maximum Contract Sum not to exceed \$1 million for the term of the Agreement.
2. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Agreement as set forth throughout the Agreement, including Change Orders and Amendments to: (1) effectuate modifications which do not materially affect any term of the Agreement; (2) add new or revised standard Los Angeles County (County) contract provisions adopted by the Board including all applicable documents; (3) exercise Option Term extensions of the Agreement; (4) effectuate an assignment of rights or delegation of duties pursuant to the Assignment by Contractor provision; (5) add or delete custodial facilities; and (6) modifications that increase services at the same rates

set forth on Exhibit C (Pricing Sheet), provided that the increase does not increase the Maximum Contract Sum by more than ten percent during the Term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will establish an Agreement with Harriett Buhai for the provision of Services for female inmates. It is the goal of the Department to have female inmates attending legal education sessions develop greater self-esteem, improve their understanding of their legal rights and responsibilities, gain knowledge on how to maintain and foster relationships with their children, learn how to better protect themselves from domestic violence, and to also obtain other valuable life skills.

On average, the Department houses 2,536 female inmates on a daily basis at the Department's CRDF and TTCF. Approximately 25,765 female inmates enter and leave the County's correctional system on an annual basis. During incarceration, female inmates are given an opportunity to rehabilitate and/or gain awareness toward living a better life by having access to educational classes, alcohol and drug prevention programs, life skills programs, and other services.

Harriett Buhai will develop pre-approved curricula and provide 90-minute legal education sessions in a variety of areas, such as dependency, domestic violence, probate, and child support. Harriett Buhai shall not dispense legal advice or provide direct legal representation to female inmates under this Agreement.

Implementation of Strategic Plan Goals

The recommended Agreement supports the County's Strategic Plan, Goal 3, Integrated Services Delivery. Harriett Buhai will be able to provide comprehensive legal education sessions to female inmates so they can better understand their rights and responsibilities, and have the ability to make informed choices supporting the County's continuous integration of health, community, and public safety.

FISCAL IMPACT/FINANCING

These Services will be funded by the Inmate Welfare Fund. The Maximum Contract Sum is \$1 million for a term of three years, plus two additional one-year periods, and thereafter for a maximum of six months in any increment, for a total maximum term not to exceed five years and six months.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Harriett Buhai has previously provided this service to the Department under Agreement Number 75484 for Services for female inmates.

Harriett Buhai shall provide recurring legal education training sessions two to four times weekly. Harriett Buhai will be compensated on a per-session basis for each 90-minute legal education

training session provided. Harriett Buhai will be compensated at a fixed rate of \$575 per session, plus a reimbursement for pre-approved instructional materials in an amount not to exceed \$30 per session, for a total maximum cost of \$605 per session. Class sizes are expected to range between 20 to 30 inmates per session. Harriett Buhai shall ensure that at least one program instructor and/or one non-instructor assistant staff person assigned to the classroom is fluent in both English and Spanish in every training session.

Harriett Buhai will administer pre and post-tests to evaluate the inmate's increase in basic knowledge and any positive change in general attitude regarding their legal rights and responsibilities. Harriett Buhai shall provide official Certificates of Completion to all inmates who successfully complete each 90-minute legal education training session. Harriett Buhai shall provide official "Gold Seal" Certificates of Completion to all students who successfully complete the entire program curriculum.

Harriett Buhai is not a certified Local Small Business Enterprise or Disabled Veteran Business Enterprise. Harriett Buhai did not request to participate in the Transitional Job Opportunities Preference Program.

This is not a Proposition A Agreement and the Living Wage Program (County Code Chapter 2.2001) does not apply to the recommended Agreement.

Harriett Buhai will be required to comply with all Board and Chief Executive Office requirements.

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

On April 23, 2013, the Department issued a Request for Proposals (RFP) for Services. The RFP solicitation was posted on the County's and Department's websites with a closing date of July 24, 2013. The Department's website link to the RFP was also mailed to two potential proposers. A mandatory proposer's conference and mandatory custody facility site visit was held on June 12, 2013, and only representatives from Harriett Buhai attended.

On July 24, 2013, the RFP solicitation closed, and Harriett Buhai was the sole respondent to the solicitation. An evaluation committee reviewed the proposal and determined that Harriett Buhai's proposal was responsive and responsible.

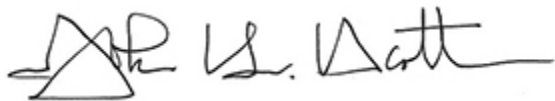
IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon Board approval, please return two adopted copies of the Board letter and two original executed copies of the Agreement to the Department's Contracts Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Scott". The signature is stylized with a large, looped initial "J" and a long, horizontal flourish at the end.

JOHN L. SCOTT
Sheriff

JLS:ARV:arv



AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HARRIETT BUHAI CENTER FOR FAMILY LAW
FOR
LEGAL EDUCATION SERVICES FOR FEMALE INMATES

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**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HARRIETT BUHAI CENTER FOR FAMILY LAW
FOR
LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

This Agreement for Legal Education Services for Female Inmates is entered into this 1st day of July, 2014 by and between the County of Los Angeles ("County") and Harriett Buhai Center for Family Law, a Non-Profit organized under the laws of California, located at 3250 Wilshire Boulevard, Suite 710, Los Angeles, California, 90010 ("Contractor").

WHEREAS, County, through the Los Angeles County Sheriff's Department ("Department"), desires to contract with Contractor for legal education services for female inmates; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence and sufficient staffing to provide the legal education services for female inmates required herein; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1.0 AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through M, attached hereto, and any Attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following priority:

1.2.1 Exhibit A – Additional Terms and Conditions

1.2.2 Exhibit B – Statement of Work

Attachment 1 – Los Angeles County Sheriff's Department
Application for Access to Custody Facilities

Attachment 2 – Political Activity

Attachment 3 – Security of Personal Property

1.2.3 Exhibit C – Pricing Sheet

1.2.4 Exhibit D – Contractor's EEO Certification

1.2.5 Exhibit E1– Contractor Acknowledgment and Confidentiality Agreement

Exhibit E2– Contractor Employee Acknowledgment and Confidentiality
Agreement

Exhibit E3 – Contractor Non-Employee Acknowledgment and
Confidentiality Agreement

1.2.6 Exhibit F – Safely Surrendered Baby Law

1.2.7 Exhibit G – Jury Service Ordinance

1.2.8 Exhibit H – Contract Discrepancy Report

1.2.9 Exhibit I – Performance Requirements Summary (PRS) Chart

1.2.10 Exhibit J – Certification of Compliance with the County's Defaulted
Property Tax Reduction Program

1.2.11 Exhibit K – Charitable Contributions Certification

1.2.12 Exhibit L – Invoice Discrepancy Report

1.2.13 Exhibit M – Non-Employee Injury Report

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in such Exhibit as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes,

Attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Caption, Section, and Paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement. References in this Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2.0 DEFINITIONS

The following terms and phrases with initial letters capitalized shall have the following specific meaning when used in this Agreement.

- 2.1 "Agreement" has the meaning set forth in Paragraph 1.1 (Agreement) of this Agreement.
- 2.2 "Amendment" has the meaning set forth in Section 6.0 (Change Orders and Amendments) of this Agreement.
- 2.3 "Board" means the Los Angeles County Board of Supervisors.
- 2.4 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.5 "Change Order" has the meaning set forth in Section 6.0 (Change Orders and Amendments) of this Agreement.
- 2.6 "Contractor" has the meaning set forth in the preamble of this Agreement.
- 2.7 "Contractor Key Personnel" has the meaning set forth in Subparagraph 4.3.2 (Approval of Contractor's Staff) of this Agreement.
- 2.8 "Contractor Project Director" has the meaning set forth in Paragraph 4.1 (Contractor Project Director) of this Agreement.
- 2.9 "Contractor Project Manager" has the meaning set forth in Paragraph 4.2 (Contractor Project Manager) of this Agreement.
- 2.10 "County" has the meaning set forth in the preamble of this Agreement.
- 2.11 "County Counsel" means County's Office of the County Counsel.

- 2.12 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Contract Project Director) of this Agreement.
- 2.13 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Contract Project Manager) of this Agreement.
- 2.14 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and more specifically identified in Exhibit B (Statement of Work) and any fully executed Change Order or Amendment.
- 2.15 "Department" has the meaning set forth in the preamble of this Agreement.
- 2.16 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.17 "Infringement Claims" has the meaning set forth in Section 14.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Agreement.
- 2.18 "Initial Term" has the meaning set forth in Section 7.0 (Term).
- 2.19 "Invoice Discrepancy Report" or "IDR" has the meaning set forth in Paragraph 10.8 (Invoice Discrepancy Report).
- 2.20 "Maximum Contract Sum" shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term of this Agreement, inclusive of all applicable Taxes, and more specifically shall be the not-to-exceed amount set forth in Section 8.0 (Costs and Fees).
- 2.21 "Option Term" has the meaning set forth in Section 7.0 (Term) of this Agreement.
- 2.22 "Perishable Instructional Materials" means student handouts, instructional aides, paper, document reproduction, markers, pens, pencils, and related perishable supplies used to perform Work required under this Agreement. Perishable Instructional Materials do not include non-perishable items, such as computers, projectors, video, audio or other equipment, equipment costs, equipment rental, and equipment depreciation, for which Contractor must bear all costs.
- 2.23 "Project Status Reports" has the meaning set forth in Paragraph 4.4 (Project Status Reports by Contractor) of this Agreement.
- 2.24 "Rate per Session" means the monetary amount payable by County to Contractor for each required legal education training session provided by Contractor under this Agreement, regardless of the number of inmates in each legal education

training session, and more specifically means the amount set forth in Section 8.0 (Costs and Fees) and Exhibit C (Pricing Sheet) of this Agreement.

- 2.25 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.26 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.
- 2.27 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.28 "Term" has the meaning set forth in Section 7.0 (Term) of this Agreement.
- 2.29 "Work" means any and all tasks, subtasks, Deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any executed fully executed Change Order or Amendment hereto.

3.0 ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 "County Project Director" for this Agreement shall be the following person:

Captain Michael Bornman
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Education Based Incarceration Bureau
450 Bauchet Street, Room E888
Los Angeles, California 90012
Office: (213) 473-2974
Facsimile: (323) 415-3550
MLBornma@lasd.org

- 3.1.2 County shall notify Contractor in writing of any change in the name or address of County Project Director.
- 3.1.3 Except as set forth in Section 6.0 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any

changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

- 3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

- 3.2.1 "County Project Manager" for this Agreement shall be the following person:

Sergeant Stacie R. Reedy
Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Education Based Incarceration Bureau
450 Bauchet Street, Room E888
Los Angeles, California 90012
Office: (213) 473-2999
Facsimile: (213) 633-5126
SRRеды@lasd.org

Unless otherwise specifically noted, whenever this Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to Subparagraph 3.2.2 below.

- 3.2.2 County shall notify Contractor in writing of any change in the name or address of County Project Manager.
- 3.2.3 County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement, nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager shall issue Contract Performance Discrepancy Reports in accordance with Paragraph 10.5 (Contract Discrepancy Report) of Exhibit B (Statement of Work) of this Agreement. A sample of the Contract Performance Discrepancy Report is attached hereto as Exhibit H (Contract Discrepancy Report) to this Agreement.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Agreement. County will notify Contractor no later than five (5) Business Days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Personnel. All County personnel assigned to this Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Director

4.1.1 "Contractor Project Director" shall be the following person, who shall be a full-time employee of Contractor:

Betty L. Nordwind, Executive Director
Harriett Buhai Center for Family Law
3250 Wilshire Boulevard, Suite 710
Los Angeles, California 90010
Office: (213) 388-7505, ext. 304
Facsimile: (213) 388-7503
BLN@HBCFL.ORG

4.1.2 Contractor shall notify County in writing of any change in the name or address of Contractor Project Director.

4.1.3 Contractor Project Director shall be responsible for Contractor's performance of all of the Work and ensuring Contractor's compliance with this Agreement.

4.1.4 During the Term of this Agreement, Contractor Project Director shall be available to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7-days-per-week basis.

4.2 Contractor Project Manager

4.2.1 "Contractor Project Manager" shall be the following person who shall be a full-time employee of Contractor:

Heidi Slater, Deputy Director
Harriett Buhai Center for Family Law
3250 Wilshire Boulevard, Suite 710
Los Angeles, California 90010
Office: (213) 388-7505, ext. 305
Facsimile: (213) 388-7503
HKSLATER@HBCFL.ORG

4.2.2 Contractor shall notify County in writing of any change in the name or address of the Contractor Project Manager.

4.2.3 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement.

4.2.4 Contractor Project Manager shall be available to meet and confer as necessary, but no less frequently than on a quarterly basis, with County, or as determined by County Project Manager.

4.3 Approval of Contractor's Staff

4.3.1 County approves the proposed Contractor Project Director and Contractor Project Manager listed in Subparagraphs 4.1.1 and 4.2.1 above. County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Director and Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, either Contractor Project Director or the Contractor Project Manager, Contractor shall provide County with a resume of each such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Director or Contractor Project Manager.

4.3.2 During the Term of this Agreement, Contractor shall endeavor to assure continuity of Contractor personnel performing key functions under this Agreement, including program instructors, and non-instructor assistant staff (collectively, and together with Contractor Project Director and/or Contractor Project Manager, "Contractor Key Personnel"). Notwithstanding the foregoing, County Project Director may require removal of any Contractor Key Personnel.

- 4.3.3 In the event Contractor should desire to remove any Contractor Key Personnel from performing Work under this Agreement, Contractor shall provide County with notice at least fifteen (15) calendar days in advance, except in circumstances in which such notice is not possible (e.g., a removal for cause or other egregious act), and Contractor shall work with County on a mutually agreeable transition plan so as to ensure project continuity.
- 4.3.4 Contractor shall promptly fill any vacancy in Contractor Key Personnel with individuals having qualifications at least equivalent to those of Contractor Key Personnel being replaced.
- 4.3.5 All Contractor staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. All Contractor Key Personnel and all other members of Contractor's staff who have direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

4.4 Project Status Reports by Contractor

In order to control expenditures and to ensure the reporting of all Work provided by Contractor, Contractor Project Manager shall provide County Project Director and County Project Manager with written reports ("Project Status Reports") which contain the information required in Paragraph 3.8 (Quarterly Meetings) of Exhibit B (Statement of Work), and such other information as County Project Director or County Project Manager may from time to time reasonably request.

5.0 WORK

- 5.1 Contractor shall fully and timely perform all Work under this Agreement, including pursuant to a fully executed Change Order or Amendment, in accordance with the terms and conditions of this Agreement.
- 5.2 Contractor acknowledges that, subject to this Section 5.0 (Work), all Work performed under this Agreement, including pursuant to a fully executed Change Order or Amendment, is payable in arrears on a monthly basis in accordance with the terms and conditions of this Agreement, including this Section 5.0 (Work), Section 8.0 (Costs and Fees), and Section 10.0 (Invoices and Payments) of this Agreement.
- 5.3 If Contractor provides any tasks, deliverables, goods, services, or other Work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.

- 5.4 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Agreement.

6.0 CHANGE ORDERS AND AMENDMENTS

- 6.1 No representative of either County or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Section 6.0 (Change Orders and Amendments).
- 6.2 County reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:
- 6.2.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, a Change Order to this Agreement shall be executed by both County Project Director and Contractor Project Director.
- 6.2.2 The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be executed by Sheriff and Contractor.
- 6.2.3 For any change that materially affects the scope of Work, period of performance, amount of payments, or any other term or condition included under this Agreement, an Amendment to this Agreement shall be executed by the Board and Contractor.
- 6.2.4 Notwithstanding Subparagraph 6.2.3 above, for (1) any Option Term extension of the Agreement in accordance with Paragraph 7.2 below, (2) any assignment of rights or delegation of duties pursuant to Section 40.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions), (3) modifications that add or delete custodial facilities, and (4) modifications that increase services at the same rates set forth on Exhibit C (Pricing Sheet), provided that the increase does not increase the Maximum Contract Sum by more than ten percent (10%) for the Term of the Agreement, an Amendment to this Agreement shall be executed by Sheriff and Contractor.

7.0 TERM

- 7.1 The Term of this Agreement shall commence upon the date of execution of the Agreement by the County Board of Supervisors and shall continue for a period of three (3) years, unless terminated earlier in whole or in part, as provided in this Agreement (the "Initial Term").
- 7.2 The County has the option, at the Sheriff's sole discretion and upon notice to Contractor prior to the end of the current period of the Agreement Term, to extend the Term of this Agreement for up to two (2) additional one-year periods, and thereafter for a maximum of six (6) months, in any increment, (each an "Option Term"). Each such Option Term extension shall be in the form of a written Amendment pursuant to Subparagraph 6.2.4 above. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 7.3 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Option Term.
- 7.4 Contractor shall notify County Project Director when this Agreement is within six (6) months from the expiration of the Initial Term, or any Option Term, as the case may be. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Subparagraph 3.1.1 (County Project Director) of this Agreement.

8.0 COSTS AND FEES

- 8.1 The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for providing required Work under this Agreement for the Term, including all Option Terms. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$1,000,000.
- 8.2 The "Rate Per Session" hereunder shall in no event, expressly or by implication, and regardless of the number of inmates in any legal education training session, exceed the amount set forth on Exhibit C (Pricing Sheet) of this Agreement.
- 8.3 County shall reimburse Contractor for the actual cost of all preapproved "Perishable Instructional Materials" in an amount not to exceed, expressly or by implication, the maximum amount per legal education training session set forth on Exhibit C (Pricing Sheet) of this Agreement.

- 8.3.1 The cost of all Perishable Instructional Materials must be reviewed and approved by County Project Manager prior to disbursement to inmates in order to be eligible for reimbursement by County under this Agreement.
- 8.3.2 Requests for reimbursement for preapproved Perishable Instructional Materials shall be itemized on each monthly invoice when appropriate in accordance with Section 10.0 (Invoices and Payments) of this Agreement.
- 8.4 The costs and fees set forth on Exhibit C (Pricing Sheet) of this Agreement are firm and fixed for the Term of this Agreement. County shall have no obligation for payment, and Contractor shall have no right to payment or reimbursement, other than as set forth in Exhibit C (Pricing Sheet) of this Agreement.
- 8.5 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum of this Agreement. Upon occurrence of this event, Contractor shall send written notification to County Project Director and County Project Manager at the addresses set forth in Section 3.0 (Administration of Agreement-County) of this Agreement.
- 8.6 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- 8.7 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.

9.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

- 9.1 Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year.

- 9.2 In the event that funds are not appropriated for this Agreement during the Term of this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10.0 INVOICES AND PAYMENTS

- 10.1 Contractor shall invoice County only for providing the tasks, Deliverables, goods, services, and other work specified in Exhibit B (Statement of Work) of this Agreement and elsewhere hereunder.
- 10.2 Contractor shall invoice County monthly in arrears for services provided hereunder in accordance with and at the rates set forth in Exhibit C (Pricing Sheet) of this Agreement.
- 10.3 Each invoice submitted by Contractor shall (1) identify and describe the tasks, subtasks, Deliverables, goods, services, or other Work as described in Exhibit B (Statement of Work) of this Agreement for which payment is claimed, and (2) the appropriate rates and costs claimed for such tasks, subtasks, Deliverables, goods, services, or other Work consistent with and in accordance with Exhibit C (Pricing Sheet) of this Agreement. Invoices shall include at a minimum the following:
- 10.3.1 Agreement number
 - 10.3.2 Contractor name and address
 - 10.3.3 Date of monthly billing period
 - 10.3.4 Number of legal education training sessions
 - 10.3.5 Dates of legal education training session
 - 10.3.6 Rate per Session
 - 10.3.7 Itemization of preapproved Perishable Instructional Materials claimed
 - 10.3.8 Total amount of reimbursement claimed for preapproved Perishable Instructional Materials
 - 10.3.9 Total amount due
- 10.4 Contractor shall maintain, and shall make available to County Project Director immediately upon request, all documentation to support Contractor's claim for payment. Documentation shall include, but shall be not limited to, the following:
- 10.4.1 Curriculum for each legal education training session
 - 10.4.2 Number of inmates having completed each legal education training session

- 10.4.3 Legal education training session sign-in sheets
 - 10.4.4 Name(s) of program instructors(s) who conducted each legal education training session
 - 10.4.5 Name(s) of non-instructional staff who assisted in each legal education training session
 - 10.4.6 Payroll records, including timesheets and paystubs
 - 10.4.7 Receipts for purchase of Perishable Instructional Materials provided at each legal education training session
- 10.5 Contractor shall on a monthly basis, by the tenth (10th) calendar day of the month following the month in which services were provided, submit an original and one (1) copy of each invoice addressed as shown below:

ORIGINAL INVOICE TO:

Los Angeles County Sheriff's Department
Education Based Incarceration Bureau
Twin Towers Correctional Facility
450 Bauchet Street, Room E888
Los Angeles, California 90012
Attention: County Project Manager

COPY OF INVOICE TO:

Los Angeles County Sheriff's Department
Fiscal Administration
Special Funds Accounting Unit
4700 Ramona Boulevard, Room 336
Monterey Park, California 91754

- 10.6 All invoices submitted by Contractor for payment must have the written approval of County Project Director, as evidenced by County Project Director's countersignature, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.
- 10.7 Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County, with the exception of preapproved Perishable Instructional Materials. Accordingly, Contractor's invoices shall not include out-of-pocket expenses, with the exception of preapproved Perishable Instructional Materials.
- 10.8 Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

10.9 County Project Manager or designee shall review all invoices for any discrepancies and issue an "Invoice Discrepancy Report," attached hereto as Exhibit L (Invoice Discrepancy Report) of this Agreement to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the invoice discrepancy from County Project Manager. If County Project Manager does not receive a written response from Contractor within ten (10) Business Days of County's provision to Contractor of the Invoice Discrepancy Report, then County payment will be made, less the disputed charges.

10.10 In addition to any rights of County provided in this Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

11.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete Exhibit K (Charitable Contributions Certification) of this Agreement, County seeks to ensure that all County Contractors which receive or raise charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

12.0 LIQUIDATED DAMAGES

12.1 If, in the judgment of the County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.

12.2 If the County Project Director determines that there are deficiencies in the performance of this Agreement that are over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiencies within specified time frames. Should Contractor fail to correct deficiencies within said time frame, the County Project Director may:

- 12.2.1 Deduct from Contractor's payment, pro rata, those applicable portions;
or
- 12.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one-hundred dollars (\$100) per day per infraction, or as specified in Exhibit I (Performance Requirements Summary (PRS) Chart), and that Contractor shall be liable to County for liquidated damages in the said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- 12.2.3 Upon giving five (5) Business Days notice to Contractor for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the Work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.
- 12.3 The action noted in Paragraph 12.2 above shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Agreement.
- 12.4 This Section 12.0 (Liquidated Damages), shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit I (Performance Requirements Summary (PRS) Chart) or Paragraph 12.2 above, and shall not, in any manner, restrict or limit County's right to terminate the Agreement as agreed to herein.

13.0 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

- 13.1 County shall be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, documents, data, curriculum, program materials, handouts, audio and visual aids, assessment and evaluation tools, instructional aides, and other tools (hereafter "materials") which are originated, developed, or created through Contractor's work pursuant to this Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in County all of Contractor's right, title, and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Agreement.

- 13.2 During the Term of this Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Agreement. County shall have the right to inspect, copy, and use at any time during and subsequent to the Term of this Agreement, any and all such working papers and all information contained therein.
- 13.3 Any and all materials, software, and tools which are developed or were originally acquired by the Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County Project Manager as proprietary marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 13.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 13.5 Notwithstanding any other provision of this Agreement, County will not be obligated to Contractor in any way under the above Paragraph 13.4 above for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by the above Paragraph 13.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 13.6 All the rights and obligations of this Section 13.0 (Ownership of Materials, Software, and Copyright) shall survive the expiration or termination of this Agreement.

14.0 NOTICES

- 14.1 All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) Business Days after deposit in the United States mail as set forth above, on the date of facsimile transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) Business Days prior notice in accordance with the procedures set forth above, to the other party.

14.2 Notices to County shall be provided as follows:

- (1) Los Angeles County Sheriff's Department
Twin Towers Correctional Facility
Education Based Incarceration Bureau
Attention: County Project Director
450 Bauchet Street, Room E888
Los Angeles, California 90012
Facsimile: (213) 613-4781

With a copy to:

- (2) Los Angeles County Sheriff's Department
Contracts Unit
Attention: Assistant Director
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754-2169
Facsimile: (323) 415-6874

14.3 Notices to Contractor shall be provided as follows:

Contractor: Harriett Buhai Center for Family Law
Attention: Heidi Slater
Facsimile: (213) 388-7503

14.4 The County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Agreement.

15.0 ARM'S LENGTH NEGOTIATIONS

This Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing. Accordingly, this Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

16.0 SURVIVAL

The following Sections of this Agreement shall survive its expiration or termination for any reason: Section 1.0 (Agreement and Interpretation), Section 2.0 (Definitions), Section 8.0 (Costs and Fees), Section 10.0 (Invoices and Payments), Section 13.0 (Ownership of Materials, Software and Copyright), Section 14.0 (Notices), Section 15.0 (Arms Length Negotiations), Section 16.0 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions) of this Agreement. In addition, any other Sections, Paragraphs, Subparagraphs of, or Exhibits and Attachments to, this

Agreement that by their nature may reasonably be presumed to survive any termination or expiration of this Agreement, shall so survive.

**AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
HARRIETT BUHAI CENTER FOR FAMILY LAW
FOR
LEGAL EDUCATION SERVICES FOR FEMALE INMATES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Agreement to be duly executed on its behalf by its authorized officer.

COUNTY OF LOS ANGELES



By



Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By



Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By



Deputy

**HARRIETT BUHAI CENTER FOR
FAMILY LAW**

By

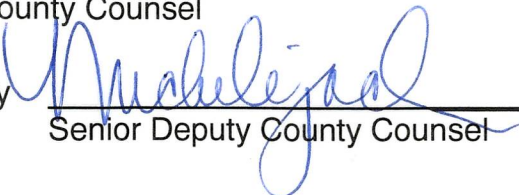


Title



APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By

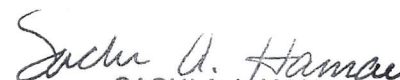


Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

088

JUL 01 2014


SACHI A. HAMAI
EXECUTIVE OFFICER

Legal Education Services for Female Inmates
Agreement

County of Los Angeles
Sheriff's Department
Harriett Buhai Center for Family Law

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions), as used herein (this "Exhibit") have the meanings given to such terms in the base document of the Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Agreement, on the reputation of, and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Agreement, or any portion thereof, shall be subcontracted by Contractor. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Agreement shall be null and void and shall constitute a material breach of the Agreement, upon which County may immediately terminate the Agreement.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure), (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall

promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

- 2.2.2 If County fails to continue without delay to perform its responsibilities under the Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Agreement, Contractor and County shall submit the matter as follows:

- 2.3.1 Contractor and County shall first submit the matter to the County Project Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.
- 2.3.2 If the County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director and Contractor Project Director for further consideration and discussion to attempt to resolve the dispute.
- 2.3.3 If the County Project Director and Contractor Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all

three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under the Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

- 3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 3.1.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality), shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to

retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Acknowledgment and Confidentiality Agreement) of the Agreement, an executed Exhibit E2 (Contractor Employee Acknowledgment and Confidentiality Agreement) of the Agreement, for each of its employees performing Work under the Agreement and an executed Exhibit E3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Agreement, for each of its non-employees performing Work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information.

- 3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.
- 3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such

obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of the Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of the Agreement, County shall not be obligated in any way under the Agreement for:

- 3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Resolicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Agreement within the following conditions:

- 3.4.1 Contractor shall develop all publicity material in a professional manner.
- 3.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this Paragraph 3.4, Use of County Name, other than the requirements set forth in Subparagraph 3.4.2 shall apply.

- 3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality), may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

- 4.1 County may terminate the Agreement immediately at any time following the occurrence of any of the following:
- 4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;
 - 4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;
 - 4.1.3 The appointment of a receiver or trustee for Contractor; or
 - 4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.
- 4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency), shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.
- 4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Agreement, County may elect to retain its rights under the Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow

County to exercise all of its rights and benefits under the Agreement. The foregoing shall survive the termination or expiration of the Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

- 5.1 County may, by written notice to Contractor, terminate the whole or any part of the Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached the Agreement; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Agreement; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under the Agreement, or of any obligations of the Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 5.2 In the event that County terminates the Agreement in whole or in part as provided in Paragraph 5.1, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of the Agreement to the extent not terminated under the provisions of this Paragraph.
- 5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience).
- 5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default), shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience.

The Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall

be effected by delivery to Contractor of a notice of termination specifying the extent to which performance of Work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience), is deemed to prejudice any right of Contractor to make a claim against the County in accordance with the Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy), shall be the only remedy available to Contractor in the event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience), by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

- 7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 7.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 7.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

- 8.1.1 Contractor shall (a) stop performing Work under the Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;
- 8.1.2 Unless County has terminated the Agreement pursuant to Section 6.0 (Termination for Convenience), of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment, any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;
- 8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Agreement or Work terminated by County;
- 8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages), of the body of the Agreement, to the extent applicable; and
- 8.1.5 Contractor and County shall continue the performance of the Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Agreement pursuant to Section 6.0 (Termination for Convenience), of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Pricing Sheet) of the Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Director. Contractor further agrees that in the event that County terminates the Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this

Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination), are not exclusive of any other rights and remedies available to County at law or in equity, or under the Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

- 9.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 9.2 For breach of this warranty, County shall have the right to terminate the Agreement and, in its discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 AUTHORIZATION WARRANTY

Contractor and the person executing the Agreement on behalf of Contractor hereby represent and warrant that the person executing the Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of the Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in the Agreement, Contractor represents, warrants and further covenants and agrees to the following:

- 11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.
- 11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

- 11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions, and requirements) as set forth in the Agreement, including the Exhibit B (Statement of Work).
- 11.4 All Work shall be performed in a timely and professional manner by qualified personnel.
- 11.5 Contractor and each of its employees performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees

12.2 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of the Agreement and until all of its obligations pursuant to the Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 12.2 (General Provisions for All Insurance Coverage), and 12.3 (Insurance Coverage), of the Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to the Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to the Agreement.

12.2.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under the Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference the Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in the Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
 Contracts Unit
 4700 Ramona Boulevard, Room 214
 Monterey Park, California 91754
 Attention: Contract Compliance Manager

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to the Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

12.2.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County's and its Agents' additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

12.2.3 Cancellation of or Changes In Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain, a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate the Agreement.

12.2.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate the Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternately, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

12.2.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

12.2.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to the Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

12.2.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to the Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

12.2.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

12.2.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

12.2.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of the Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

12.2.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.2.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.2.13 Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12.3 Insurance Coverage

12.3.1 General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

12.3.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for

bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to the Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

12.3.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) calendar days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

12.3.4 **Professional Liability/Errors and Omissions** insurance covering Contractor's liability arising from or related to the Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following the Agreement's expiration, termination or cancellation.

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure or misappropriation, arising from or related to the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder or the operation and utilization of Contractor's Work under the Agreement [collectively in this Section 13.0 (Intellectual Property Indemnification), "Infringement Claim(s)"]. Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification), shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its

sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as required by law or the Agreement, County shall be entitled to reimbursement for all such costs and expenses.

- 13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under the Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.
- 13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 13.2 above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses in this Paragraph 13.3 (Remedial Acts). Contractor shall indemnify County under Paragraph 13.1 (Indemnification) for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under the Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 **BUDGET REDUCTIONS**

In the event that the Board adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the Term of the Agreement (including any extensions), and the services to be provided by Contractor under the Agreement shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of

such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in the Agreement.

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

- 16.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Contractors.
- 16.2 Contractor is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, if County acquires information concerning the performance of the Contractor on the Agreement, or other agreements, which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.
- 16.3 County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (a) violated a term of a contract, including the Agreement, with County or a nonprofit corporation created by County, (b) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a

pattern or practice which negatively reflects on same, (c) committed an act or offense which indicated a lack of business integrity or business honesty, or (d) made or submitted a false claim against County or any other public entity.

- 16.4 If there is evidence that Contractor may be subject to debarment, the Sheriff's Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 16.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Sheriff's Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 16.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 16.7 If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- 16.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided

by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

17.1 In the performance of the Agreement, Contractor's shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, directives, policies and procedures, and all provisions required thereby to be included in the Agreement are hereby incorporated herein by reference.

17.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 17.0 (Compliance with Applicable Law), shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages,

overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached hereto as Exhibit D (Contractor's EEO Certification) of the Agreement.
- 19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 19.3 Contractor certifies and agrees that it will deal with its bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:
 - 19.4.1 Title VII, Civil Rights Act of 1964;
 - 19.4.2 Section 504, Rehabilitation Act of 1973;
 - 19.4.3 Age Discrimination Act of 1975;
 - 19.4.4 Title IX, Education Amendments of 1973, as applicable; and
 - 19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;
 - 19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Agreement, or under any project, program, or activity supported by the Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0, (Nondiscrimination, Affirmative Action, and Assurances), when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances), have been violated, such violation shall, at the election of County, constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of the Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

19.6 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of the Agreement, County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating the Agreement.

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or

benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

- 21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.
- 21.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 12.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing Work hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Agreement, in the event that: (a) County has the right to terminate the Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

- 23.1 No County employee whose position with County enables such employee to influence the award of the Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in the Agreement. No officer or employee of Contractor, who may financially benefit from the performance of Work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such Work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such Work.
- 23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of the Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest), shall be a material breach of the Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

- 24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.
- 24.2 Contractor acknowledges that County, in its discretion, may enter into an agreement for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Contractor, shall fully comply with the County lobbyist ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of the Agreement upon which County may immediately terminate or suspend the Agreement.

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of the Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Paragraph, "GAIN") or General Relief Opportunity for Work (in this Paragraph, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of the Agreement by Contractor, for which County may immediately terminate the Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

30.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 30.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of the Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).
- 30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate the Agreement pursuant to Section 5.0 (Termination for Default), and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

The Agreement is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of the Agreement.

32.2 Written Employee Jury Service Policy.

- 32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.
- 32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: (a) the lesser number is a recognized industry standard as determined by County, or (b) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program), shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 32.2.3 If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service

Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

- 32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program), of this Exhibit may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

- 33.1 Each of Contractor's staff performing services under the Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 33.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 33.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 (Background and Security Investigations), shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of the Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director,

for the purpose of executing Contractor's obligations hereunder in accordance with Section 4.0 (Safety and Security Requirements) of Exhibit B (Statement of Work) of the Agreement. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County will provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Agreement. County disclaims any and all responsibility for the loss, theft, or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

36.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand, or without limitation of all County's other rights and remedies provided at law or equity, or under the Agreement, County may deduct such costs from any amounts due to Contractor from County under the Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director, and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. Copies of the Notice can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

- 39.1 Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.
- 39.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person, corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with Paragraph 39.1 of this Exhibit.
- 39.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

40.0 INDEPENDENT CONTRACTOR STATUS

- 40.1 The Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever. Contractor shall function as, and in all respects is, an independent Contractor.
- 40.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing Work pursuant to the Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or

local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

- 40.3 Contractor understands and agrees that all persons performing Work pursuant to the Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Agreement.
- 40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

41.0 RECORDS AND AUDITS

- 41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Agreement, including any termination hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of the Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

- 41.2 If an audit is conducted of Contractor specifically regarding the Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Agreement.
- 41.3 If, at any time during or after the Term, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.
- 41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) of this Exhibit, shall constitute a material breach upon which County may terminate or suspend the Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the Term all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services

under the Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, obtain and maintain in effect during the Term of the Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide a copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to:

Los Angeles County Sheriff's Department
Contracts Unit, Room 214
Attn: Contracts Manager
4700 Ramona Boulevard
Monterey Park, California, 91754

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Agreement, except that this Section 43.0 (No Third Party Beneficiaries), shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

If Contractor's prices decline, or should Contractor, at any time during the Term of the Agreement, provide the same goods and/or substantially similar services under similar quantity, delivery, and other applicable terms and conditions to the State of California or any county, municipality, public agency, or district within California at prices below those set forth in the Agreement, then such lower prices shall be extended immediately to County.

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Agreement. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in Exhibit I (Performance Requirement Summary (PRS) Chart), of the Agreement.

46.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of the Agreement.

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM (UNDER CONTRACT SUM PROVISION)

If applicable, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor under the Agreement, after the expiration or other termination of the Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration or termination of the Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of the Agreement.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under the Agreement to notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F (Safely Surrendered Baby Law) of the Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

49.2 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands

that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of the Agreement and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Invitation For Bid (IFB) used in the solicitation process for the Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 INTENTIONALLY OMITTED

53.0 WAIVER

No waiver by County of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in the Agreement shall not be

exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Agreement.

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section, as well as throughout the Agreement, including throughout this Exhibit, are non-exclusive and cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The Agreement shall not restrict County or the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

58.0 FACSIMILE

Except for the parties initial signatures to the Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally

sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 59.1 The Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded the Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Agreement amount and what County's costs would have been if the Agreement had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Agreement; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting an agreement award.

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of the Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for the Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for the Agreement, then the Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

62.0 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreement are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

63.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) shall constitute default under the Agreement. Without limiting the rights and remedies available to County under any other provision of the Agreement, failure of Contractor to cure such default within ten (10) Calendar Days of notice shall be grounds upon which County may terminate the Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

64.0 NOTICE OF DELAYS

Except as otherwise provided under the Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

65.0 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints by female inmate participants.

- 65.1 Within thirty (30) Business Days after the effective date of the Agreement, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to female inmate participant complaints.
- 65.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 65.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 65.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 65.5 Contractor shall preliminarily investigate all complaints and notify the County Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 65.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 65.7 Copies of all written responses to female inmate participant complaints shall be sent to the County Project Manager within three (3) Business Days of the provision of the written response to the complainant.

66.0 TIME OFF FOR VOTING

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (California Elections Code Section 14000). Not less than 10 calendar days before every statewide election, every Contractor and subcontractor shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

* * * * *

EXHIBIT B

STATEMENT OF WORK

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

STATEMENT OF WORK

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ATTACHMENTS:

Attachment 1	Los Angeles County Sheriff's Department Application for Access to Custody Facilities
Attachment 2	Political Activity
Attachment 3	Security of Personal Property

1.0 SCOPE OF WORK

- 1.1 Contractor shall provide recurring legal education training sessions to female inmates housed at the Department's Century Regional Detention Facility ("CRDF") and Twin Towers Correctional Facility ("TTCF").
- 1.2 Contractor shall provide comprehensive legal education to female inmates so they better understand their rights and responsibilities and have the ability to make informed choices regarding their lives and families. It is the goal of the Department that female inmates attending legal education training sessions develop greater self-esteem, improve their understanding of their legal rights and responsibilities, gain knowledge on how to maintain and foster relationships with their children, learn how to better protect themselves from domestic violence, and obtain other valuable life skills.
- 1.3 Contractor shall not dispense legal advice or provide direct legal representation to female inmates under this Agreement. Inmates in need of legal representation shall be referred to qualified non-profit organizations as set forth herein.

2.0 BACKGROUND

- 2.1 The Department has custodial facilities located throughout Los Angeles County. On average, the Department houses over 2,536 female inmates on a daily basis at CRDF and TTCF. Approximately 25,765 female inmates enter and leave the County correctional system on an annual basis.
- 2.2 During incarceration, female inmates are given an opportunity to rehabilitate and/or gain awareness towards living a better life by having access to educational classes, alcohol and drug prevention programs, life skills programs, and other services
- 2.3 The Department has recently provided legal education services to female inmates using a vendor who had experience teaching family law and domestic violence prevention. The program assisted numerous female inmates with information pertaining to family counseling, in-custody children's visitation rights, dissolution of marriage, and transitioning back to the community upon release from custody.

3.0 SPECIFIC WORK

3.1 Deliverables

Classroom curricula shall include, but shall not be limited to, legal education training in the following subject areas:

- 3.1.1 Dependency Court: Contractor shall provide training to inmates who are mothers with the goal of ensuring they understand the dependency process, their legal rights, and how to communicate their wishes and statements to the courts regarding their children's custody, visitation rights, and re-integration with their children upon release from custody.
- 3.1.2 Life Skills and Health: Contractor shall provide training on the legal aspects of domestic violence prevention, substance abuse prevention, and mental health care to increase the inmate's chances of success upon release from custody.
- 3.1.3 Probate Cases: Contractor shall provide training regarding caretaker affidavits, power-of-attorney, guardianship of inmate's children, and other matters with regard to probate.
- 3.1.4 Domestic Violence: Contractor shall provide training on obtaining restraining orders to prevent further violence upon release from custody. Training may include guidance on gathering facts and police reports, declarations, arranging for court appearances, and contacting domestic violence shelters to arrange for safe havens upon release.
- 3.1.5 Paternity Cases: Contractor shall provide training for those inmates who are not married to their child's other parent and who wish to establish paternity relationships with their children. Training shall include how to prepare declarations and pleadings and how to have family members appear at court proceedings on behalf of the inmate. Training shall also cover "fathers' rights" including, but not limited to:
 - Voluntary declaration of paternity
 - Rebuttable presumption of paternity based on California Family Code 7611
 - Other presumptions of paternity based on California law
 - Trends in California paternity law

- Differences in the establishment of paternity in Dependency Court and Family Court.

3.1.6 Child Support Cases: Contractor shall provide training for those inmates who may not be able to provide for childcare after their release from custody. Training shall minimally include how to obtain assistance through the County Child Support Services Department.

3.2 Curriculum

3.2.1 Contractor shall complete and submit a curriculum for each scheduled month of legal education training sessions to the County Project Manager for approval not less than two (2) calendar weeks before the beginning of each calendar month. A finalized curriculum format will be developed in conjunction with County Project Manager and County Project Director, prior to executing an Agreement.

3.2.2 The curriculum must include titles for each legal education training session commensurate with the description of Deliverables in Paragraph 3.1 (Deliverables), above. The proposed curriculum format must minimally show proposed dates and times and the number and classification of the program instructors and non-instructor assistant staff, if any.

3.2.3 Each of the Deliverables listed above in Subparagraphs 3.1.1 through 3.1.6 above must be offered, at a minimum, at least twice during each one (1) month curriculum period. Not more than two (2) Deliverables (or subject areas) may be covered during a single ninety (90) minute legal education training session.

3.2.4 For each ninety (90) minute legal education training session, Contractor shall minimally record the names, booking numbers, dates of attendance, status of attendance ("participation" or "completion"), and the legal education training session title for all inmates in attendance.

3.2.5 Contractor shall maintain all student attendance records in an electronic format.

3.2.6 The County Project Manager reserves the right to modify the schedule of legal education training sessions or any other component of the curriculum in consultation with Contractor.

3.3 Assessment Requirements

3.3.1 Outcomes:

- a. Attitude: Inmates are expected to demonstrate a positive change in general attitude regarding their legal rights and responsibilities relative to the subject area(s) studied.
- b. Knowledge: Inmates are expected to demonstrate an increase in basic legal knowledge relative to the subject areas(s) studied.

3.3.2 Contractor shall implement a series of pre-legal education training session testing instruments to assess inmate attitudes and knowledge relative to the subject area(s) to be studied.

3.3.3 Contractor shall implement a series of post-legal education training session testing instruments to assess inmate attitudes and knowledge relative to the subject area(s) studied.

3.3.4 Pre-testing shall be conducted during the first fifteen (15) minutes of each ninety (90) minute legal education training session. The pre-test shall not exceed ten (10) minutes in length.

3.3.5 Post-testing shall be conducted during the last fifteen (15) minutes of each ninety (90) minute legal education training session. All inmates must complete the post-test evaluation as a criterion for receipt of a Certificate of Completion, as defined in Paragraph 3.4 (Certificates of Completion/Participation) below. The post-test shall not exceed ten (10) minutes in length.

3.3.6 Contractor shall ensure that all testing is conducted only by the designated program instructor for the legal education training session, or as approved by the County Project Director.

3.3.7 Contractor shall establish an electronic data file to capture, maintain, and analyze all test results. Contractor shall evaluate test results monthly, to assess the program's effectiveness in meeting its stated goals. Contractor shall affect changes in content delivery, or make changes to the

curriculum, as needed. Contractor shall, on a monthly basis, provide a summary of the data, accompanied by a brief analysis statement, to the County Project Manager and County Project Director.

3.4 Certificates of Completion/Participation

- 3.4.1 Contractor shall provide official Certificates of Completion to all inmates who successfully complete each ninety (90) minute legal education training session. Certificates of Completion shall be distributed to all students at the end of each ninety (90) minute legal education training session. The method of distribution for said Certificates of Participation shall be approved by the County Project Manager.
- 3.4.2 Contractor shall provide official Certificates of Participation to acknowledge partial attendance for inmates who have made an effort to complete a minimum of fifty percent (50%) of a single ninety (90) minute legal education training session.
- 3.4.3 Contractor shall provide official "Gold Seal" Certificates of Completion to all students who successfully matriculate through the entire program curriculum. Said "Gold Seal" Certificates shall be differentiated from Subparagraph 3.4.1 above so as to convey a higher level of accomplishment than would have been achieved by attending a single ninety (90) minute legal education training session. The method of distribution for said "Gold Seal" Certificates shall be approved by the County Project Manager.

3.5 Program Restrictions

- 3.5.1 Contractor shall not dispense legal advice or provide direct legal representation to inmates under this Agreement. Inmates in need of legal representation shall be referred to qualified non-profit organizations.
- 3.5.2 Inmates in need of representation are only to be referred to qualified non-profit legal services programs, such as Public Counsel, the pro bono arm of the Los Angeles County Bar Association, and approved Bar Association lawyer referral services programs. Referrals for other purposes shall only be made to appropriate government, community and non-profit agencies.

3.5.3 If Contractor is a qualified non-profit organization that operates a legal services program which provides legal representation to inmates, Contractor may refer inmates to Contractor's legal services program with advance notification to the County Project Manager.

3.5.4 All records of referrals shall be maintained by Contractor for a period of five (5) years following the expiration of the Agreement. Contractor shall implement necessary procedures to ensure that the program is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals, or others.

3.5.5 Violation of this Paragraph 3.5 (Program Restrictions), shall be cause for immediate termination of the Agreement.

3.6 Program Attendance Goals

3.6.1 The program's curricula and overriding attendance goal shall be to ensure that a minimum of 2,880 inmates attend at least one (1) ninety (90) minute legal education training session per contract year.

3.6.2 Inmates may elect to participate in more than one (1) legal education training session or elect to repeat legal education training sessions. In either instance, each legal education training session shall count toward the aggregate minimum attendance total for the program.

3.6.3 Legal education training session sizes are expected to range from 20 to 30 inmates per legal education training session; however, the County does not guarantee a minimum or maximum number of inmates in attendance at any particular legal education training session.

3.7 Materials/Handouts/Audiovisual

Contractor shall use all necessary handouts and audio visual aids, including information about community resources, designed to assist inmates, and/or other materials to ensure a thorough educational experience occurs.

3.8 Quarterly Meetings

3.8.1 The Contractor Project Director, or his/her designee, shall be required to attend quarterly meetings with the County Project

Director and/or County Project Manager. During these meetings, results of inmate pre-legal education training session and post-legal education training session assessments, and a cumulative list of inmate participants and their status in the program shall be presented to the County.

3.8.2 Quarterly meetings will serve as a venue for Contractor to discuss particularized areas of interest or concern and the progress of inmate participants. The County Project Manager shall notify Contractor thirty (30) calendar days prior to scheduled date of a quarterly meeting.

4.0 SAFETY AND SECURITY REQUIREMENTS

- 4.1 County shall maintain final authority on all security issues.
- 4.2 All Work shall be conducted in a safe manner and shall comply with requirements of state and local rules and regulations and California Occupational Safety and Health Administration (CAL-OSHA) safety standards.
- 4.3 If at any time Contractor fails or refuses to comply with Paragraph 4.2 above, the Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under this Agreement.
- 4.4 Contractor shall report to County all incidents of occupational injury or accidents affecting Contractor staff which occurred on County property. All incidents shall be reported to County Project Manager on Exhibit M (Non-Employee Injury Report) of the Agreement, within twenty-four (24) hours of occurrence or discovery of the occupational injury or accident. Contractor shall maintain an on-going listing of all employees injured while on County premises. This document shall be titled Contractor's Employee Injury Record and shall be provided to County Project Manager annually and anytime upon request.
- 4.5 Contractor shall report to County Project Manager and County Project Director any incident involving Contractor's staff which could negatively impact their ability to interact with Department personnel, affect security clearance status, or jeopardize the safety and/or security of Department and its members within twenty-four (24) hours of such incident. If circumstances objectively necessitate immediate action, Contractor shall immediately inform the Watch Commander of

the concerned Department custody facility and County Project Manager and County Project Director concurrently.

- 4.6 If a Contractor employee is refused entry or removed from a custody facility, Contractor shall make immediate telephonic notification to County Project Manager and/or County Project Director, describing the circumstances, as known at the time, leading to the denial or removal. Contractor shall make person-to-person contact and have at his/her disposal County Project Manager's business hours and after-hours emergency contact phone numbers for these and similar reporting requirements.
- 4.7 Contractor shall train or facilitate the training of their staff in ethical conduct, with focus on the importance of lawful and appropriate conduct within a Department custody facility setting.
 - 4.7.1 All Contractor staff performing Work in a Department custody facility shall receive no less than two (2) hours of Ethical Conduct Training prior to performing Work in a custody facility. The Ethical Conduct Training shall be intended to raise Contractor staff awareness of common temptations associated with working an assignment of special trust, such as that of Contractor's assignment working inside Department custody facilities, and consequences of inappropriate or criminal behavior.
 - A. Contractor shall submit an Ethical Conduct Training course outline and training summary to County Project Manager for review and approval, prior to any scheduled training date(s). This training topic will be re-enforced in the Department's mandatory four (4) hour Jail Orientation (Refer to Subparagraph 4.7.2 below).
 - B. Contractor may seek to partner with an outside organization to meet the two-hour Ethical Conduct Training requirements, however, the training provider must be pre-approved, in writing, by County Project Manager.
 - C. Contractor shall bear all costs associated with providing the required Ethical Conduct Training described herein.
 - 4.7.2 All Contractor employees shall attend the Department's mandatory four (4) hour Jail Orientation prior to performing Work in any Department custody facility.

- A. This orientation will be provided by the Department at no direct cost to Contractor and their staff.
 - B. Contractor shall bear all indirect costs associated employee attendance in mandatory Jail Orientation training such as salary, travel or similar expense.
- 4.7.3 Contractor shall maintain Ethical Conduct Training and Jail Orientation class rosters, as well as Contractor staff training completion certificates. Copies of such records and certificates shall be provided to County Project Director within one (1) calendar week of occurrence.
- 4.8 Contractor shall keep and maintain an ongoing Employee Exclusion Report involving all instances of staff exclusion from a Department custody facility which involve actions including, but not limited to, inappropriate conduct, violation of any Department policy, criminal behavior, and security breaches/neglect, that result in exclusion.
 - 4.8.1 Contractor shall actively monitor instances of exclusion, guarding against repeat occurrences and adverse trends. Two (2) separate instances of exclusion for any of the above specified causes over the course of a contract year shall be cause for Contractor to develop and implement a corrective action plan which should include, but is not limited to, additional training, Contractor staff's performance review, analysis and/or modification of Contractor hiring practices, retention, and/or salary, supervision and/or management staffing models, and internal security procedures, to mitigate additional instances of inappropriate or criminal conduct occurring in the Department custody facilities by Contractor staff.
 - 4.8.2 Contractor shall develop/implement a corrective action plan, and provide a copy to County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of second instance of exclusion.
 - 4.8.3 Contractor shall provide an up-to-date Employee Exclusion Report immediately following each occurrence and anytime upon request by County. Regardless of cause and during the Term of the Agreement, the Employee Exclusion Report shall contain all names of excluded Contractor staff, dates of exclusion, and reasons for exclusion.

- 4.9 Prior to entrance into a Department custody facility, Contractor's staff shall comply with current Custody Division and Department custody facility entry requirements, which may include the exchange of a government-issued identification card for a Department custody facility pass. Passes shall be displayed at all times. Any lost or stolen passes must be immediately reported by Contractor's staff to Contractor Project Manager and the concerned on-duty Watch Commander. Contractor Project Manager shall provide telephonic or in-person notifications to County Project Manager of any lost or stolen pass as soon as feasible. Telephone notification shall be followed within twenty-four (24) hours via confirming email to County Project Manager and County Project Director specifying the staff involved and articulating the factual circumstances associated with the loss or theft. Contractor's staff shall be responsible for returning any Department-issued custody facility pass to appropriate Department custody facility personnel, prior to leaving the concerned Department custody facility.
- 4.10 Contractor's staff, vehicles, workplace, materials, and equipment shall be subject to search and inspection by Department personnel without notice and at any time while on County property.
- 4.11 During lockdown situations, County Project Manager or on-duty Watch Commander may elect to modify or postpone legal education training sessions. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. Legal education training sessions that are cancelled due to lockdown situations shall be subject to the requirements listed in Section 7.0 (Cancellation of Training Sessions) of this SOW
- 4.12 Personal cameras, cellular telephones, or other electronic devices are prohibited and shall not be taken into Department custody facilities.
- 4.13 Contractor staff and/or Contractor representatives must successfully pass, at Department's sole discretion, a security background investigation performed by Department prior to being allowed access to any Department custody facility (refer to Attachment 1, Los Angeles County Sheriff's Department Application for Access to Custody Facilities of this SOW). At County's discretion, Contractor staff and/or Contractor representatives may be required to undergo a fingerprint check or additional background investigations. Any costs associated with fingerprint and/or additional background investigations shall be the responsibility of Contractor. Refer to Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement.

5.0 CONTRACTOR STAFF

5.1 General

- 5.1.1 Contract shall provide to County an executed Exhibit E1 (Contractor Acknowledgement and Confidentiality Agreement), for all of its employees performing work under the Agreement and/or an executed Exhibit E2 (Contractor Employee Acknowledgement and Confidentiality Agreement), for each of its employees performing work under the Agreement, and an executed Exhibit E3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement), for each of its non-employee performing work under the Agreement (refer also to Section 3.0, Confidentiality, of Exhibit A (Additional Terms and Conditions). Contractor shall be required to retain, and provide immediately upon County request, the completed Exhibits E1 and/or E2, and E3 for all Contractor employees and non-employees providing services under this Agreement.
- 5.1.2 Contractor shall be responsible for removing any Contractor staff and/or Contractor representatives from performing services under this Agreement, when requested to do so by County Project Manager or County Project Director.
- 5.1.3 Contractor shall provide to County Project Manager a list of all Contractor staff and/or Contractor representatives that, for any reason, will be entering Department custody facilities on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social Security Number, California Driver's License Number, home telephone number, and/or cellular telephone number(s) where applicable. The list shall be updated to accurately capture Contractor staff and representative additions and deletions and shall be provided to County Project Manager on the first (1st) day of each calendar month. This information shall be kept confidential and used exclusively for official Department business.
- 5.1.4 Contractor shall provide to County Project Manager a list of all substitute Contractor staff and/or substitute Contractor representatives that for any reason will be entering Department custody facilities on behalf of Contractor. The list shall include, but shall not be limited to, the following information on each individual: name, date of birth, Social

Security Number, California Driver's License Number, home telephone number, and/or cellular telephone number(s) where applicable, the person they are substituting for, and reason for substitution. The list shall be provided to County Project Manager in each instance where substitute Contractor staff and/or substitute Contractor representatives are utilized. This information shall be kept confidential and used exclusively for official Department business.

- 5.1.5 Contractor staff and/or Contractor representatives must successfully pass a security background investigation as described in Paragraph 4.13 of this SOW. Refer also to Section 33.0 (Background and Security Investigations) of Exhibit A (Additional Terms and Conditions) of the Agreement.
- 5.1.6 Contractor shall maintain a personnel file for each Contractor staff member or Contractor representative performing services under the Agreement. The file shall include, but shall not be limited to, timekeeping and payroll records, copies of all required credentials, copy of California Driver's license, training records, and a biography of each staff member.
- 5.1.7 Contractor, Contractor staff, and/or Contractor representatives shall comply with the political activities requirements as specified in Attachment 2 (Political Activity), of this SOW.
- 5.1.8 Contractor, Contractor staff, and/or Contractor representatives shall comply with the security of personal property requirements as specified in Attachment 3 (Security of Personal Property), of this SOW.
- 5.1.9 Contractor, Contractor staff, and/or Contractor representatives shall comply with the requirements of this SOW and as further specified in Section 4.0 (Administration of Agreement-Contractor of the Agreement).

5.2 Minimum Staffing Requirements

- 5.2.1 Contractor shall adhere to minimum staffing requirements identified in this Paragraph 5.2 (Minimum Staffing Requirement) throughout the Term of the Agreement. Contractor shall have discretion to designate and deploy additional staff and types of positions where Contractor has

identified a need for additional services, consistent with the Work requested by County. Notwithstanding, all staff shall be subject to approval by the County Project Manager. Any additional staff and types of positions shall be at no additional cost. In addition to parameters set forth above:

- 5.2.1.1 Contractor shall ensure that, for every legal education training session conducted, at least one (1) program instructor and/or one (1) non-instructor assistant staff person assigned to the classroom is bilingually fluent in both English and Spanish.
- 5.2.1.2 Prior to commencing Work and during the Term of the Agreement, Contractor shall provide a copy of the assigned bilingual program instructor's and/or non-instructor assistant staff person's bilingual certification from an independent source to County Project Manager for review and confirmation of compliance with this requirement.
- 5.2.1.3 In accordance with Section 4.0 (Administration of Agreement-Contractor) of the Agreement, Contractor shall staff one (1) Contractor Project Director or one (1) Contractor Project Manager who will be able to receive telephonic communication from Department, as needed, on a 24-hours-per-day, 7-days-per-week basis. Such availability shall not only be for routine day-to-day classroom instruction needs, but to particularly address emergent circumstances, last minute lock downs, legal education training session cancellations, etc. Contractor Project Director or Contractor Project Manager may also perform instructional duties provided they meet the requirements outlined in Paragraph 5.2 (Staff) of this SOW.
- 5.2.1.4 Contractor shall provide to County Project Director any and all resumes, licenses, professional certificates, diplomas, memberships, and personal references of proposed Contractor staff and representatives assigned to provide services under this Agreement. Furthermore, Contractor shall annually provide to County Project Director all updated resumes, licenses, professional

certificates, diplomas, memberships, and personal references for Contractor staff and representatives.

5.2.1.5 County Project Director reserves the right to review, without limitation, all resumes, licenses, certificates, diplomas, and personal references of any proposed Contractor staff and representatives. County Project Director shall have the opportunity to interview any of Contractor's proposed staff and representatives and shall have final authority to approve or disapprove any proposed program instructor or non-instructor assistant staff person.

5.2.1.6 County Project Director shall have final authority over the selection of all Contractor staff and representatives. Contractor may assign program instructors and non-instructor assistant staff only with a minimum of fifteen (15) calendar days notice to County Project Director prior to such program instructors and non-instructor assistant staff providing services under the Agreement. Changes to Contractor's staff and representatives may be effected only upon providing fifteen (15) calendar days prior notice to County Project Director before such program instructor and non-instructional assistant staff person is permitted to commence providing services under the Agreement.

5.2.2 Program Instructors

5.2.2.1 Either of the following program instructor positions shall provide services under this Agreement.

A. Paralegal Staff Instructor – This instructor shall possess and maintain current certification as a paralegal in the State of California and must have minimum of three (3) consecutive years experience within the last ten (10) years teaching or assisting in areas of expertise related to the Deliverables described in Paragraph 3.1 (Deliverables) of this SOW.

1. Each minimally qualified Paralegal Staff Instructor must work under the direct supervision of an Attorney Staff Instructor.

B. Attorney Staff Instructor – This instructor position shall possess and maintain active membership in good standing with the State Bar of California and must be actively practicing family law and/or providing domestic violence prevention training services for women for a minimum of three (3) consecutive years.

5.2.2.2 While program instructors are not required to possess expertise in every subject matter, all program instructors must, in aggregate, demonstrate themselves capable of fulfilling all of their responsibilities as assigned and providing legal education training session instruction in all Deliverable subject matter outlined in Paragraph 3.1 (Deliverables), of this SOW.

5.2.3 Non-instructor Assistant Staff

5.2.3.1 The non-instructor assistant staff person (classroom assistant) assigned by Contractor shall possess and maintain current certification as a paralegal in the State of California, or shall possess a Bachelor's Degree from an accredited academic institution in the areas of expertise related to the Deliverables described in Paragraph 3.1 (Deliverables) of this SOW.

5.2.3.2 At no time during the Term of this Agreement shall non-instructor assistant staff person substitute, replace, or fill in as an instructor, except until such time that such non-instructor assistant staff person is in compliance with the minimum requirements for program instructors as defined in Subparagraph 5.2.1.1, and subject to all other conditions set forth in Paragraph 5.2 (Staff) of this SOW.

5.2.4 While program instructors are not required to possess expertise in every subject matter, all program instructors must, in aggregate, demonstrate themselves capable of

fulfilling all of their responsibilities as assigned and providing legal education training session instruction in all Deliverable subject matter outlined in Section 3.1 (Deliverables), of this SOW.

6.0 SCHEDULE

- 6.1 Contractor shall provide recurring legal education training sessions two (2) to four (4) times weekly.
- 6.2 Legal education training sessions shall be ninety (90) minutes in length and subject to approval by County Project Manager.
- 6.3 Legal education training sessions may be conducted Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. Exceptions shall be made for County holidays.
- 6.4 Actual legal education training session schedules shall be established in consultation with County Project Manager and are subject to approval by County Project Director.
- 6.5 The Department makes no guarantee as to the number of legal education training sessions that may or will actually be conducted by Contractor during the Term of the Agreement.

7.0 CANCELLATION OF TRAINING SESSIONS

- 7.1 Contractor hereby acknowledges that classroom instruction is administered in a custody setting and the goal of the Department is to maintain a safe and secure environment for inmates and their families, Department staff, and visiting professionals. The Department, in the interest of safety or other law enforcement measures, reserves the right to cancel any pre-approved or scheduled legal education training session and the right to deny the entry of Contractor's staff and representatives into any Department custody facility for such purpose.
- 7.2 Legal education training sessions that are canceled by Department, and for which Contractor has been given at least four (4) hours advance notice by Department of such cancellation, shall be rescheduled within thirty (30) calendar days of the canceled training session, at Department's discretion, in consultation with Contractor. Contractor shall make every effort to accommodate the change in schedule. All canceled legal education training sessions shall be offered as make-up sessions per Paragraph 7.6 (Makeup Sessions), below.

- 7.3 Legal education training sessions that are canceled by Department, and for which Department is unable to provide at least four (4) hours advance notice to Contractor, shall be rescheduled in their entirety or partially, as the case may be, within thirty (30) calendar days of the canceled legal education training session, at the Department's discretion and in consultation with Contractor. Contractor shall make every effort to accommodate the change in schedule. All canceled training sessions shall be offered as make-up sessions per Paragraph 7.6 (Makeup Sessions), below.
- 7.4 Legal education training sessions that are canceled by Contractor, and for which Contractor has provided at least four (4) hours advance notice to County Project Manager of such cancellations, shall be rescheduled within thirty (30) calendar days of the canceled legal education training session, subject to approval by County Project Manager. All canceled legal education training sessions shall be offered as make-up sessions per Paragraph 7.6 (Makeup Sessions), below.
- 7.5 Legal education training sessions that are canceled by Contractor, and for which Contractor has not provided at least four (4) hours advance notice to County Project Manager of such cancellations are considered non-excused, and shall be rescheduled within thirty (30) calendar days of the canceled training session, subject to approval by the County Project Manager. All such cancellations are subject to Paragraph 7.6 (Make-up Sessions), below. The County Project Director shall have final authority in assessing the validity of the circumstances for non-excused cancellation(s).
- 7.6 Make-up Sessions: All canceled legal education training sessions that are cancelled for any reason, whether excused or non-excused, are not billable and shall be offered as billable make-up sessions within thirty (30) calendar days of the canceled legal education training session. Failure to provide make-up sessions, as agreed to in consultation with County Project Director, may result in County's assessment of liquidated damages in accordance with Exhibit I (Performance Requirements Summary Chart) of the Agreement.
- 7.7 Contractor shall document canceled legal education training sessions on a form entitled Canceled Training Sessions, which shall be developed by Contractor in accordance with Section 9.0 (Quality Control) of this SOW. Legal education training sessions listed as Canceled Training Sessions should minimally denote the original date and indication of cancellation along with the reason,

cancellation lead time afforded, whether excused or non-excused, number of hours involved, and Contractor staff and representatives impacted. Make-up sessions must be documented similarly on the revised schedule and labeled with the phrase "Make-up Training Session from [DATE]".

- 7.8 Because of complexities which can arise as a result of Department custody facility schedule modifications, coordination between Contractor and County Project Manager in this area is paramount. Proposed revised schedules must be reviewed and approved by County Project Manager at least two (2) full Business Days before the scheduled make-up session(s).

8.0 LOCATIONS

- 8.1 Contractor shall provide recurring legal education training sessions to the female inmates housed at the Century Regional Detention Facility and at the Twin Towers Correctional Facility. County Project Director shall have final and sole discretion in determining where legal education training sessions are to be held and reserves the right to use any Department custody facility in Los Angeles County.

- 8.2 The Century Regional Detention Facility is located at:

Los Angeles County Sheriff
Century Regional Detention Facility
11705 South Alameda Street,
Lynwood, California 90262

- 8.3 The Twin Towers Correctional Facility is located at:

Los Angeles County Sheriff
Twin Towers Correctional Facility
450 Bauchet Street
Los Angeles, California 90012

9.0 QUALITY CONTROL

- 9.1 Contractor shall establish and maintain a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Agreement that meets or exceeds all requirements, including policies and procedures for all Contractor staff and representatives. In the event that requirements and/or policies and procedures change during the Term of the Agreement, Contractor shall update the Quality Control Plan, and submit such

updated plan to County Project Manager within ten (10) Business Days of notification.

9.2 The Quality Control Plan shall include, but is not limited to the following:

- Method of monitoring to ensure that all of the Agreement requirements are being met. The monitoring system must specify methods for identifying and preventing deficiencies in the quality of services performed before the level of performance becomes unacceptable;
- Specific activities to be monitored either on scheduled or unscheduled basis;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Job title and level of personnel performing monitoring functions; and
- Methods for ensuring that services will continue in the event of a strike of Contractor's employees.

10.0 QUALITY ASSURANCE PLAN

10.1 All services to be provided under this Agreement will be administered and monitored by the Department's Correctional Services Division, Education Based Incarceration Bureau.

10.2 Contractor shall have an ongoing system of quality assurance and improvement, and shall keep quality control records and records of all inspections conducted by Contractor.

10.3 County will evaluate Contractor's performance under this Agreement on at least an annual basis in accordance with Section 45.0 (County's Quality Assurance Plan) of Exhibit A (Additional Terms and Conditions) of the Agreement.

10.4 Performance Evaluation Meetings

10.4.1 County and Contractor shall meet on a quarterly basis, and more frequently if deemed necessary, to discuss status of the Agreement, new or on-going problems, and other issues.

10.4.2 In the event that County Project Manager issues a Contract Discrepancy Report in accordance with Paragraph 10.5 (Contract Discrepancy Report), below, then Contractor shall respond in writing to County Project Manager within five (5) Business Days and a meeting will be scheduled as necessary.

10.5 Contract Discrepancy Report

10.5.1 Verbal notification of a contract discrepancy will be made to Contractor Project Director as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.

10.5.2 The County Project Manager will determine whether a formal Contract Discrepancy Report, attached as Exhibit H (Contract Discrepancy Report) of the Agreement, will be issued. Upon receipt of such report, Contractor is required to respond in writing to County Project Manager within five (5) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. Contractor must submit its plan to correct the deficiency(s) identified in the Contract Discrepancy Report to County Project Manager within ten (10) Business Days.

10.6 County Observations and Inspections

10.6.1 Contractor shall make its personnel files, facilities, materials, and techniques related to this Agreement available for inspection by County Project Manager at reasonable times without prior notice by Department staff to review its operations.

10.6.2 In addition to Department staff, other County and/or State personnel that have made arrangements with County Project Director may observe Contractor's performance and activities, and review documents, including disciplinary actions, relevant to this Agreement at any time during normal business hours. Such personnel may not unreasonably interfere with Contractor's performance of this Agreement.

Los Angeles County Sheriff's Department

Application for Access to Custody Facilities

PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All applications will be denied for the following reasons:

- Untruthful or incomplete statements on applications;
- Illegal use of drugs within the past five years;
- Any convictions for drug sales;
- Applicant is currently on Parole/Probation;
- Incarcerated in any prison (4571 PC);
- Incarcerated in jail within the last (5) years;
- Have been convicted for any of the following: sex crimes (other than misdemeanor prostitution), weapons law violations, felonious assault or spousal abuse;
- Outstanding warrants.

If any of the above applies to you, please provide additional details on the "ATTACHMENT." All information will be verified by a CRIMINAL BACKGROUND CHECK. If the application is denied, only the applicant will be afforded a reason as to why he/she was denied clearance. Please initial here: _____

Name _____ Social Security # _____

Home Address _____
Street City Zip Code

C.D.L. / I.D. # _____ Date of Birth _____ E-mail _____
(ATTACH COLOR COPY)

Home Phone # _____ Work # _____ Cell # _____

Sex _____ Race _____ Hair _____ Eyes _____ Height _____ Weight _____

Occupation _____ Employer _____

Work Address _____
Street City Zip Code

Requesting Unit _____ Program Name _____

Non-Escort _____ Escort _____ Atty. Room _____ Facility Access _____

Sheriff's Sponsor _____ Date _____

Approved / Disapproved _____ Date _____

CONTACT IN CASE OF EMERGENCY:

Name _____ Relationship _____

Address _____

Telephone # _____ Cell # _____

AFFILIATION:

Name of Organization/Unit _____

Telephone # _____ E-mail _____

What service will you provide? _____

_____ How often? _____

ENTRY CRITERIA:

If you answer **YES** to any question, please provide additional details on the "ATTACHMENT."

1. When was the last time you used drugs? _____
2. Are you currently on Parole/Probation? _____
3. Have you been arrested within the last five years? (Prison/Jail/Youth Authority/Camp) _____
4. Have you ever been in State or Federal Prison? _____
5. Do you have any relatives/friends incarcerated within the Los Angeles County Jail system? If yes, provide the following information: _____

- | | Name of Inmate | Booking # | Facility | Relationship |
|----|-------------------------------------------------------------------------------------------------|-----------|----------|--------------|
| 6. | Have you ever been acquainted with a member(s) of a criminal organization or street gang? _____ | | | |
| 7. | Have you ever previously applied for or been denied access to a custody facility? _____ | | | |

Please read carefully before signing:

I request the specified access and certify, under penalty of perjury, that the information provided by me in this application, including all attachments and supporting documents, is accurate, complete, and true. I understand that failing to provide or disclose all requested information or misrepresenting or concealing any requested information, may cause this application to be delayed or denied. I will be expected to obey all Rules, Regulations and Security Procedures. My failure to do so will result in forfeiture of my clearance with the Los Angeles County Sheriff's Department.

Signature: _____ Date: _____

ATTACHMENT

ATTACHMENT 2

POLITICAL ACTIVITY

3-01/070.05

Political activities permitted and prohibited by the Department are as follows:

Permitted Political Activities

- Voting,
- Expressing opinions on all political subjects and candidates,
- Becoming a candidate for nomination or election to any partisan or nonpartisan political activities as an individual or as a member of a group,
- Engaging in partisan and nonpartisan political activities as an individual or as a member of a group,
- Contributing to political campaign funds (but not in any County building),
- Joining political organizations and voting on any questions presented,
- Organizing and managing political clubs, serving as officer, delegate or alternate, or as member of any committee; addressing such club on any partisan/nonpartisan political matter,
- Participating actively in political conventions such as by making motions or addresses or preparing resolutions,
- Attending political meetings, rallies, caucuses, etc. and organizing, preparing or conducting such gatherings,
- Participating actively, serving as officer or on any committee of a political organization, such as precinct committeeman or chairman of the food committee at a campaign dinner,
- Joining a labor union, civic betterment group or citizens association,
- Initiating, signing or circulating partisan or nonpartisan nominating petitions, distributing campaign literature, badges, etc., (but not during working hours or on County property),
- Wearing badges or buttons, except while in uniform; displaying bumper stickers, pictures or posters on automobile or in window of home,
- Speaking publicly, or writing letters or articles for or against any political candidate; endorsing or opposing such candidate in a political advertisement broadcast, campaign literature or similar material,
- Owning stock in, publishing or being connected with the management or editorial policy of a partisan newspaper,
- Managing the campaign of a political candidate, and
- Making unsolicited political contributions.

Prohibited Political Activities

- Engaging in any political activity whatsoever during working hours or on County premises,
- Placing or attaching any political poster, sticker, sign or similar material on County property,

- Soliciting political funds or contributions, directly or indirectly, from members of this Department or from person on the employment lists of this Department, except for mass mailing or other means of solicitation made to a significant segment of the public which may include Department members,

Exception: County officers and employees may solicit funds for passage or defeat of a ballot measure affecting their pay, hours, retirement, civil service or other working conditions.

- Soliciting contributions, signatures or other forms of support for political candidates, parties, or ballot measures within or upon County property at any time,

Example: County employees and members of the general public shall not solicit signatures for a nominating petition in a County building or on County property,

- Directly or indirectly using official authority to interfere with any election or influencing the political actions of other County employees or any member of the general public.

Example: County employees shall not attempt to influence anyone's vote by such methods as promising, or threatening to withhold, a job, promotion or other benefit,

- Favoring or discriminating against any employee or person seeking County employment because of political opinions or affiliations,
- Participating in any political activities of any kind in uniform,
- Participating in activities which impair the efficiency, integrity or morale of the County or its employees,
- Participating in any other political activities which the County or its departments desire to prohibit and which otherwise comply with the three-part test set forth by the California Supreme Court in Bagley v. Washington Township Hospital District,
- The granting of leaves of absence without pay to engage in political activities is discretionary with the department head (Civil Service Rule 16.02), and
- Employees who are subject to the basic political activity prohibitions while on active duty shall be equally subject to such restrictions when on paid or unpaid leave (Political Activity Guidelines, adopted by the Board of Supervisors, July 2, 1974).

ATTACHMENT 3

SECURITY OF PERSONAL PROPERTY

3-01/090.00

In order to ensure the safety and security of all persons in custody facilities, the following personal property is prohibited inside security areas as indicated:

- * Weapons, including but not limited to, firearms and knives, are expressly prohibited in security areas of all custody facilities.
- * Except for the Officer Dining Room (ODR), and only with the specific permission of the Unit Commander, metal silverware shall not be brought into security areas of any custody facility.
- * Personal electrical appliances must be approved by the unit commander before being brought into the custody facility (e.g. coffee pots, toasters, heaters, fans, etc.).
- * Electronic entertainment devices are prohibited (e.g. tape, CD, or DVD players, games, radios, etc.).
- * Laptop computers and personal digital assistants (PDA's) shall be approved by the Watch Commander prior to entry into security areas on a daily, shift by shift basis.
- * Personal property containers shall not be brought into security areas (e.g. backpacks, fanny packs, purses, ice chests/food containers, etc.). Only soft-sided, hand-held lunch containers, which measure 11" x 14" x 12" or less will be allowed into secured parts of the facility.
- * Reading material not related to the job or the furtherance of formal education is prohibited.
- * Prescription medications exceeding that amount required for personal consumption during the concerned shift(s).
- * Umbrellas.
- * Cell phones.
- * Cameras shall not be allowed inside a custody facility unless prior approval is obtained from the Watch Commander or above.
- * Tobacco products, matches and cigarette lighters.

Personal security dictates that personnel should refrain from bringing items which contain personal identification information (e.g., wallets, purses, checkbooks, etc.) into security areas to prevent loss or compromise of information.

This policy does not limit persons from bringing into secure areas, items or containers that contain necessary tools, training material or equipment to facilitate the performance of their duties, (i.e., tool chests, medical bags, digital test equipment, etc.), nor does it limit personnel, who are attending training, from entering the facility wearing civilian attire en route to the Officer's Dining Room (ODR).

This policy shall apply to all persons entering security areas of all custody facilities. Additionally, all personal property shall be secured at all times, and shall not be stored in any area accessible to inmates.

The unit commander has the final authority to determine what personal property is allowed within their facility.

EXHIBIT C

PRICING SHEET

**LEGAL EDUCATION SERVICES
FOR FEMALE INMATES**

PRICING SHEET
Legal Education Services for Female Inmates

Rate per Session for 90 Minute Legal Education Training Session	Maximum Reimbursable Price Per Session for Perishable Instructional Materials	Total Maximum Price Per Legal Education Training Session
--------------------------------------------------------------------	----------------------------------------------------------------------------------	-------------------------------------------------------------

\$575.00	\$30.00	\$605.00
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EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

**LEGAL EDUCATION SERVICES
FOR FEMALE INMATES**

CONTRACTOR'S EEO CERTIFICATION

Contractor Name: Harriett Buhai Center for Family LawAddress: 3250 Wilshire Blvd, Ste 710 Los Angeles CA 90010Internal Revenue Service Employer Identification Number: 95-3943493

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes ☒ No ☐
4. Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

Authorized Official's Printed Name and Title: Betty Nordwind, Executive DirectorAuthorized Official's Signature: Date: 5/28/14

EXHIBIT E1

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

EXHIBIT E2

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

EXHIBIT E3

**CONTRACTOR NON-EMPLOYEE
ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT**

**LEGAL EDUCATION SERVICES
FOR FEMALE INMATES**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E1

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Legal Education Services for Female Inmates
Exhibit E, Confidentiality Forms

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name Harriett Buhai Center for Family Law Agreement No. _____

Employee Name Karina Estrella

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: 5/28/14

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Legal Education Services for Female Inmates
Exhibit E, Confidentiality Forms

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name Harriett Buhai Center for Family ^{LAW} Agreement No. _____
Employee Name Heidi Slater

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: Heidi Slater DATE: 5/28/14

PRINTED NAME: Heidi Slater

POSITION: Deputy Director

County of Los Angeles
Sheriff's Department

Legal Education Services for Female Inmates
Exhibit E, Confidentiality Forms

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E2

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name Harriet Bhai Center for Family Law Agreement No. _____
Employee Name Betty L. Nordwind

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgment and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: 5/28/14

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

Legal Education Services for Female Inmates
Exhibit E, Confidentiality Forms

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

EXHIBIT E3

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgment and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

County of Los Angeles
Sheriff's Department

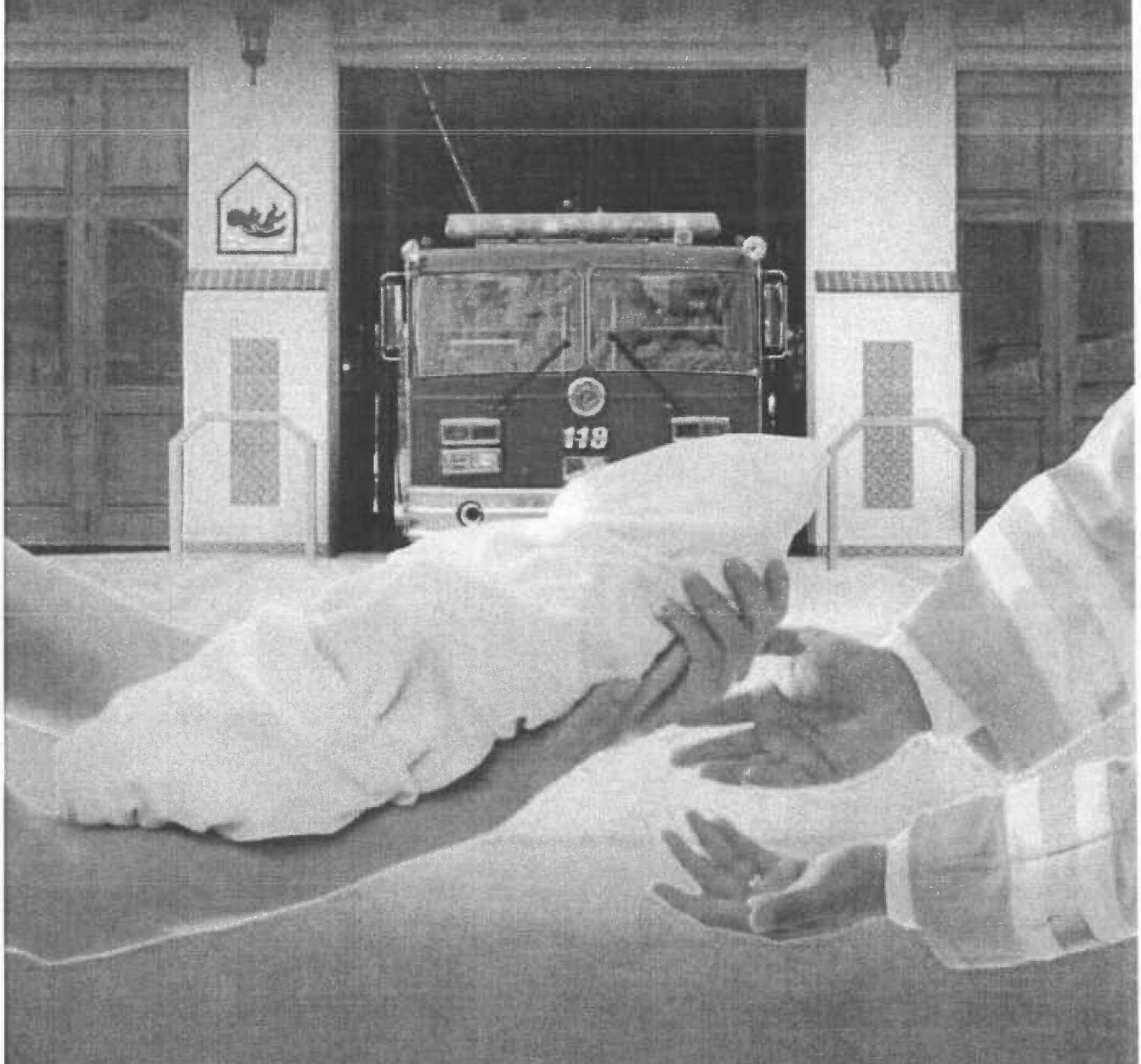
Legal Education Services for Female Inmates
Exhibit E, Confidentiality Forms

EXHIBIT F

SAFELY SURRENDERED BABY LAW

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

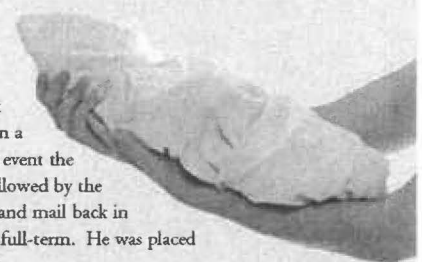
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

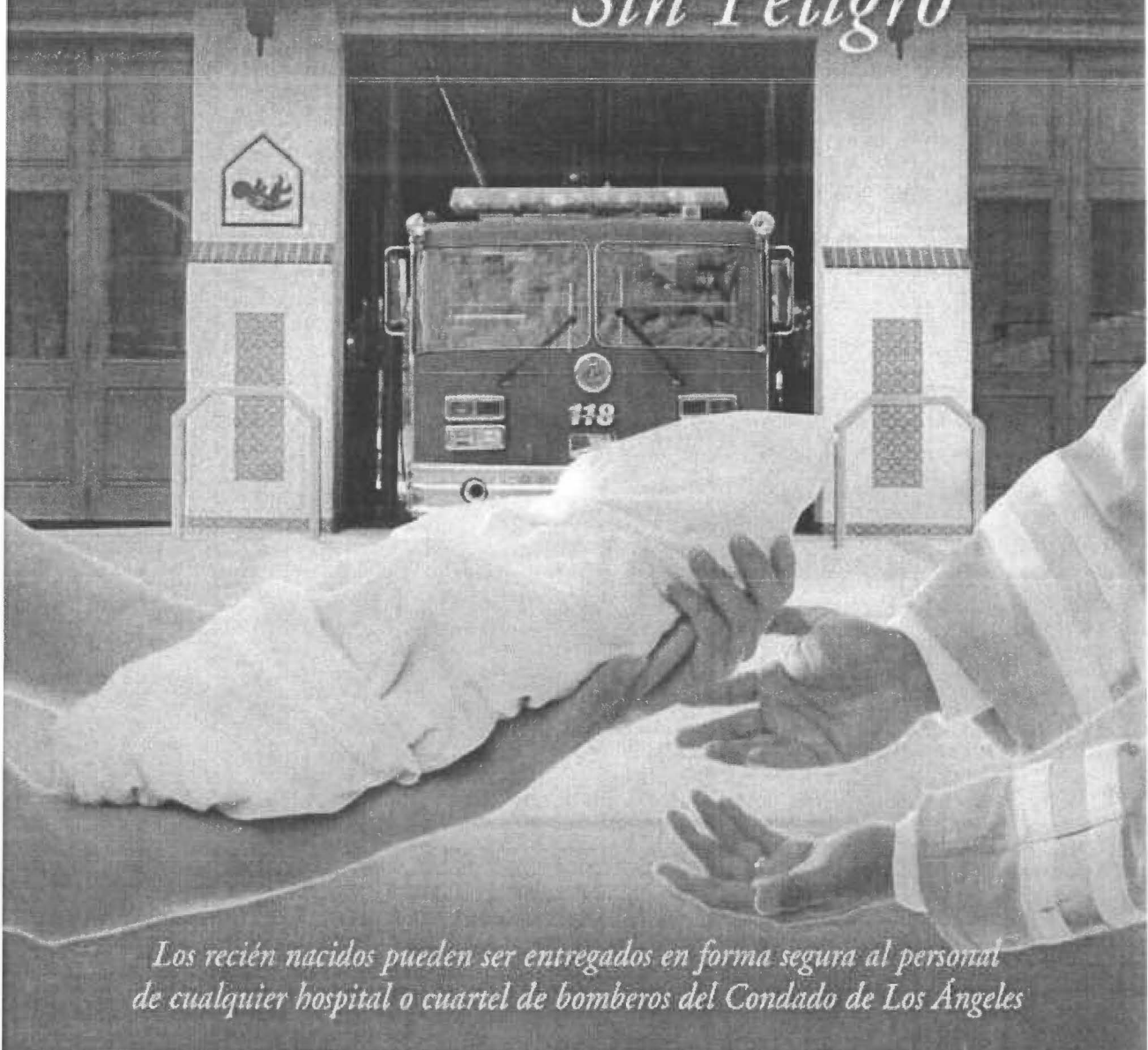
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés Sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



EXHIBIT G

JURY SERVICE ORDINANCE

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H

CONTRACT DISCREPANCY REPORT

**LEGAL EDUCATION SERVICES
FOR FEMALE INMATES**

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared by County:** _____ **Received by Contractor:** _____
 Returned by Contractor: _____ **Action Completed:** _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT I

PERFORMANCE REQUIREMENTS SUMMARY CHART

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Subparagraph 3.2.1 – Specific Work - Curriculum	Contractor shall complete and submit a curriculum for each scheduled month of legal education training sessions to the County Project Manager for approval not less than two (2) calendar weeks before the beginning of each calendar month. A finalized curriculum format will be developed in conjunction with County Project Manager and County Project Direction, prior to executing an Agreement.	Inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance
SOW: Subparagraph 3.3.7 – Specific Work – Assessment Requirements	Contractor shall establish an electronic data file to capture, maintain, and analyze all test results. Contractor shall evaluate test results monthly, to assess the program's effectiveness in meeting its stated goals. Contractor shall affect changes in content delivery, or make changes to the curriculum as needed. Contractor shall, on a monthly basis, provide a summary of the data, accompanied by a brief analysis statement, to the County Project Manager and County Project Director.	Observation and inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Paragraph 4.3 – Safety and Security Requirements	If at any time Contractor fails or refuses to comply with Paragraph 4.2, (of the SOW), the Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under this Agreement.	Observation and inspection of files	\$50 per occurrence
SOW: Subparagraph 4.8.2 – Safety and Security Requirements	Contractor shall develop/implement a corrective action plan, and provide a copy to the County Project Manager of such corrective action plan, within thirty (30) calendar days from the date of the second instance of exclusion.	Observation and inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance
SOW: Paragraph 7.6 – Cancellation of Sessions	Make-up sessions: All canceled legal education training sessions that are cancelled for any reason, whether excused or non-excused, are not billable and shall be offered as billable make-up sessions within thirty (30) calendar days of the canceled legal education training session.	Observation and inspection of files	\$50 per non-compliance and \$50 per day thereafter until in compliance

EXHIBIT J

DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

Title 2 ADMINISTRATION
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10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT K

CHARITABLE CONTRIBUTIONS CERTIFICATION

LEGAL EDUCATION SERVICES FOR FEMALE INMATES

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 13).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix K is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

EXHIBIT L

**INVOICE DISCREPANCY
REPORT**

**LEGAL EDUCATION SERVICES
FOR FEMALE INMATES**

INVOICE DISCREPANCY REPORT

1. **INVOICE DISCREPANCY** to be completed by County Project Director

Today's Date: _____

Contractor: _____

Phone Number: _____

Date of Subject Invoice: _____

Description of Issues with Subject Invoice:

Signed: _____ Date: _____
County Project Manager (CPM)

2. **REVIEWED:**

Signed: _____ Date: _____
County Project Director (CPD)

3. **CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from CPD: _____

Explanation regarding Issues with Subject Invoice: _____

Corrective Action Taken: _____

Signed: _____ Date: _____
Contractor Project Director

4. **COUNTY EVALUATION** of Contractor's Response and Action taken.

5. **Approved by COUNTY:**

Date: _____

Date: _____

6. **Contractor Notified on** _____ **Date:** _____

INSTRUCTIONS

CPM : Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to CPD in writing within ten (10) days of receipt of IDR.

Copy LASD [Master Contract File]

EXHIBIT M

**COUNTY OF LOS ANGELES
NON-EMPLOYEE INJURY REPORT**

**LEGAL EDUCATION SERVICES
FOR FEMALE INMATES**

Dept Name: _____ Dept. #: _____
 DIV. or Facility: _____
 SECTION: _____
 IRMIS Code #: _____

INSTRUCTIONS:

- Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

INJURED NON-EMPLOYEE:

- TIME AND PLACE:**

- DESCRIPTION OF INCIDENT:**

- NATURE OF INJURY AND PART OF BODY AFFECTED:**

14. Be specific! State which part of body injured; whether right or left, etc. If exact nature of injury is undetermined, give opinion:

TREATMENT GIVEN:

15. Was treatment given to the injured person by County personnel? _____ By whom? _____
Type of Treatment: _____
16. Was ambulance called? _____ Which company? _____ By whom? _____
17. Taken to hospital? _____ Which? _____

STATEMENTS BY INJURED AND WITNESSES:

(Note: Attach additional pages if needed)

18. Statement of injured as to what happened: _____
- _____
- _____
- _____
- _____
- _____

19. Witness No. 1: Name _____
 (Last Name) (First Name) (Initial)
 Address: _____ Telephone: _____
 (Number) (street) (City)
- Statement: _____
- _____
- _____
- _____
- _____

20. Witness No. 2: Name _____
 (Last Name) (First Name) (Initial)
 Address: _____ Telephone: _____
 (Number) (Street) (City)
 Statement: _____

Date Report Prepared: _____

Prepared by: _____ Phone _____
 (Print Name)
 _____ Dept. _____
 (Title)

 (Signature)